

In the High Court of Punjab and Haryana at Chandigarh

**CWP No. 18388 of 2014 (O&M)**  
**Date of Decision: March 23, 2018**

*Satyawan Singh*

*... Petitioner*

*Versus*

*The District & Sessions Judge, Presiding Officer, Labour Court, Ambala and others*

*... Respondents*

**CORAM: HON'BLE MR. JUSTICE P.B. BAJANTHRI**

Present: Mr. Devinder Punia, Advocate,  
for the petitioner.

Mr. Rajinder S. Rana, Advocate,  
for respondents no.2 and 3.

**P.B. Bajanthri, J. (Oral)**

1. In the present petition, petitioner has challenged the award passed by the Labour Court dated 24.05.2011 (Annexure P/4).

2. Petitioner is stated to have been appointed as a Clerk on 13.09.2001 on 89 days basis. It was renewed from time to time. Last renewal of appointment is dated 13.08.2007 and it would be in vogue upto 29.10.2007. The respondents have resorted to terminate the services of the petitioner on 20.09.2007 prior to completion of tenure appointment of contract. Thus, petitioner has raised an industrial dispute. The Industrial Tribunal passed award against the petitioner. Hence, the present petition.

3. Learned counsel for the petitioner submitted that services of the petitioner have been terminated on the ground of misconduct without holding any inquiry. It was also submitted that beyond the period from

29.10.2007 similarly situated persons who were appointed on contract basis, their services have been continued. Therefore, petitioner is entitled to reinstatement with continuity of service.

4. Per contra, learned counsel for the respondents while resisting the petitioner's contention submitted that petitioner was not a regular holder of post of Clerk in the respondents-University. He was appointed on contract basis and it was a tenure appointment. Last renewal of appointment is dated 13.08.2007 and it would be in vogue till 29.10.2007. Meanwhile having regard to the alleged misconduct committed by the petitioner, respondents have resorted to terminate his services. Therefore, petitioner has no right to claim over the post having regard to the nature of appointment that his appointment is on contract and it was a tenure basis. Therefore, no interference is called for in respect of award passed by the Labour Court's award dated 24.05.2011 (Annexure P/4).

5. Heard the learned counsel for the parties.

6. Crux of the matter in the present petition is whether respondents could resort to terminate the services of the contract appointee before completion of tenure or not?

7. Undisputedly petitioner's services have been terminated with reference to on certain misdeeds stated to have been committed by the petitioner. Supreme Court time and again held that even if an ad hoc employee's services is required to be terminated on misconduct, they should comply minimum requirement of inquiry procedure. There is a dispute relating to holding of inquiry by the petitioner, whereas, respondents have contended that they held an inquiry. Irrespective of it whether respondents have held inquiry or not, petitioner is entitled to monetary benefits during

the intervening period from 20.09.2007 to 29.10.2007 with reference to tenure contract appointment dated 13.08.2007. Thus, there is no infirmity in the award passed by the Labour Court.

8. Accordingly, petition stands dismissed. Respondents are hereby directed to calculate wages for the intervening period from 20.09.2007 the date of termination to 29.10.2007, the date of completion of contract of tenure appointment, which would be ended and disburse to the petitioner along with interest @ 9% per annum.

**March 23, 2018**  
vkd

**[P.B. Bajanthri]**  
**Judge**

Whether speaking / reasoned : Yes

Whether reportable : No